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## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF CAMPOCHIARO ET AL.

APPLICATION NO: 10/663,464 FILED: SEPTEMBER 16, 2003

FOR: METHOD FOR DELIVERING DRUGS TO THE RETINA

Commissioner for Patents PO Box 1450 Alexandria, VA 22313-1450

## FEE LETTER

Sir:

Enclosed herewith is a Terminal Disclaimer in the above-identified application.

The Commissioner is hereby authorized to charge the \$130 fee under 37 CFR §1.20(d) and any additional fees that may be required to Deposit Account No. 19-0134 in the name of Novartis. An additional copy of this paper is here enclosed.

Respectfully submitted,

Novartis Corporate Intellectual Property One Health Plaza, Building 104 East Hanover, NJ 07936-1080 (862) 778-7859

Date: May 23, 2005

Susan Hess

Attorney for Applicants

Reg. No. 37,350

PTO/SB/26 (09-04)

Approved for use through 07/31/2006. OMB 0651-0031

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## TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING REJECTION OVER A "PRIOR" PATENT

Docket Number (Optional)

except as provided below, the terminal part of the statutory term of any patent granted on the instant application which would extend beyond the expiration date of the full statutory term prior patent No. 6, 271,23 as the term of said prior patent is defined in 35 U.S.C. 154 and 173, and as the term of said prior patent is presently shortened by any terminal disclaimer. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.  In making the above disclaimer, the owner does not disclaim the terminal part of the term of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 and 173 of the prior patent, "as the term of said prior patent is presently shortened by any terminal disclaimer," in the event that said prior patent later: expires for failure to pay a maintenance fee; is held unenforceable; is found invalid by a court of competent jurisdiction; is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321; has all claims canceled by a reexamination certificate; is reissued; or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.  Check either box 1 or 2 below, if appropriate.  1. For submissions on behalf of a business/organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the business/organization.  I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonmen		
Application No.:  10/663,464  Filed:  For:  METHOD FOR DELIVERING DRUGS TO THE RETINA  The owner', NOVARTIS AG  1002, percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application which would extend beyond the expiration date of the full statutory term prior patent No. 6, 271, 233, as the term of said prior patent stand prior patent is presently shortened by any terminal disclaimer. The owner hereby agrees that any patents or granted on the instant application shall be enforceable only for and during such period that it and the prior patent are ownmonly owned. This agreement runs with any patent granted on the instant application shall be enforceable only for and during such period that it and the prior patent are ownmonly owned. This agreement runs with any patent granted on the instant application shall be enforceable; in the owner does not disclaim the terminal part of the term of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 and 173 of the prior patent, "as the term of said prior patent is presently shortened by any terminal disclaimer," in the event that said prior patent later: expires for failure to pay a maintenance fee; is sheld unenforceable; is found invalid by a court of competent jurisdiction; is statutorly disclaimed in whole or terminally disclaimed under 37 CFR 1.321; has all claims canceled by a reexamination certificate; is reissued; or is any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.  Check either box 1 or 2 below, if appropriate.  I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements may be provide the validity of	In re Application of:	Campochiaro et al.
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This collection of information is required by 37 CFR 1.321. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.